

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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ANDREW PERRONG and STEWART  
ABRAMSON, individually and on behalf of a  
class of all persons and entities similarly  
situated,

Plaintiffs,

v.

FRONTIER UTILITIES NORTHEAST LLC  
and NEXT GENERATION ENERGY, INC.,

Defendants.

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Civil Action No. 20-05844-MSG

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

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## PREAMBLE

It is hereby stipulated and agreed by and among the undersigned Parties (defined below), subject to the approval of the Court, that the settlement of this Action (defined below) shall be effectuated pursuant to the terms and conditions set forth in this Class Action Settlement Agreement and Release.

## RECITALS

The following recitals are incorporated by reference and are considered part of the Settlement Agreement (defined below):

**A.** On November 23, 2020, plaintiff Andrew Perrong filed a putative class action complaint in the United States District Court for the Eastern District of Pennsylvania against Frontier Utilities Northeast LLC (“**Frontier**”) (Frontier and Plaintiffs are collectively the “**Parties**” and individually a “**Party**”) and Next Generation Energy, Inc. captioned *Perrong v. Frontier Utilities Northeast LLC, et al.*, Case No. 2:20-cv-05844-MSG.

**B.** On [DATE], plaintiff Stewart Abramson (together with Andrew Perrong, the “**Plaintiffs**”) joined Mr. Perrong in filing an Amended Complaint in the United States District Court for the Eastern District of Pennsylvania against Frontier Utilities Northeast LLC in *Perrong v. Frontier Utilities Northeast LLC, et al.*, Case No. 2:20-cv-05844-MSG (the “**Action**”).

**C.** On May 31, 2019, plaintiff Jon Frey filed a putative class action in the United States District Court for the Eastern District of Pennsylvania against Frontier and Energy Acquisitions Group, LLC captioned *Frey v. Frontier Utilities Northeast LLC, et al.*, Case No. 2:19-cv-02372-KSM, which was subsequently dismissed without prejudice on May 14, 2021 (the “**Dismissed Frey Action**”).

**D.** The complaint in the Action alleges that Frontier, through an alleged agent, violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (the “**TCPA**”) by placing unsolicited telemarketing calls to Plaintiffs and members of the putative class.

**E.** Frontier disputes Plaintiffs' allegations and maintains that it and its third-party vendors complied with the TCPA and all other applicable laws. The Parties are entering into this Settlement Agreement to avoid the risk and expense of further litigation, to resolve all disputes that have arisen between them, and to settle any and all claims that do or may exist in the past, present, or future.

**F.** On March 10, 2021, Mr. Perrong along with Frontier executed a class action settlement agreement. The parties dispute the validity of that agreement, the enforceability of which was pending in the Action. If approved, this Settlement Agreement will replace and supersede that agreement in all respects. However, if not approved, this Settlement Agreement will be null and void and the parties will return to their respective positions in the litigation, including having waived no rights, claims or defenses with respect to the enforceability of the March 10, 2021 agreement.

**G.** This Settlement Agreement is the result of good faith, arm's-length settlement negotiations that took place only after Mr. Perrong and Frontier engaged in voluminous motion practice in the Action and in an action filed by Mr. Perrong before the Pennsylvania Public Utilities Commission. In the Dismissed *Frey* Action, information was also exchanged through discovery. Mr. Perrong and Frontier also participated in mediation under the guidance of mediator Hon. Morton Denlow from JAMS, and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions.

**H.** The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Settlement Agreement, and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend to effectuate a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

**I.** The Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice under the following terms and conditions.

## **AGREEMENT**

### **1. DEFINITIONS**

In addition to the definitions set forth above and below, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in this section. All defined terms below are in bold-face font and listed in alphabetical order:

**1.1 Administration Costs.** Costs and fees incurred by the Settlement Administrator in providing notice to the Settlement Class and administering the settlement.

**1.2 Authorized Claimant.** A Claimant who: (a) is on the Closed Sales List and does not submit a timely and valid request for exclusion from the Settlement Class; or (b) submits a timely and valid Claim Form.

**1.3 Calls.** Telephone calls and/or text messages to any kind of number using any kind of technology or telephony, including, but not limited to, Voice over Internet Protocol.

**1.4 Claim.** A request by a Settlement Class Member for payment pursuant to this Settlement Agreement.

**1.5 Claim Form(s).** The document to be submitted by a Claimant who is not on the Closed Sales List seeking payment pursuant to this Settlement Agreement. The Claim Form submitted to the Court for approval must be substantially in the form attached as **Exhibit 6**.

**1.6 Claimant.** A Settlement Class Member who is on the Closed Sales List or has submitted a Claim Form through the process to submit a Claim Form pursuant to Section 5.

**1.7 Class Period.** From May 31, 2013, through the date of entry of the Preliminary Approval Order by the Court.

**1.8 Closed Sales List.** The list provided by Frontier's Counsel to the Settlement Administrator, which may include, among other things, the phone number, name, mailing address, and email address, to the extent readily available to Frontier, of those Settlement Class Members who will receive Email Notice and/or Postcard Notice pursuant to Sections 4.3.1 and 4.3.2.

**1.9 Court.** United States District Court for the Eastern District of Pennsylvania.

**1.10 Cy Pres Recipient.** Subject to Court approval, the Utility Emergency Services Fund. In the event that the Court does not approve of that recipient, the Parties propose Dollar Energy Fund and National Consumer Law Center as alternative recipients.

**1.11 Defendants.** Frontier and Next Generation Energy, Inc.

**1.12 Distribution Plan.** The plan for distributing the Settlement Fund pursuant to Section 3 of this Settlement Agreement.

**1.13 Effective Date.** The date on which all of the following events and conditions have occurred: (a) the Court has entered a Final Judgment; and (b) the Final Judgment has become final in that the time for appeal or writ has expired or, if any appeal and/or petition for review is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Judgment is not entered or is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, this Settlement Agreement will be terminated and cancelled and the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and they shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed or accepted.

**1.14 Email Notice.** The plain-language summary notice of the settlement that is emailed to Settlement Class Members pursuant to Section 4, providing a link to the Settlement Website

and contact information for the Settlement Administrator. The Email Notice submitted to the Court for approval must be substantially in the form attached as **Exhibit 4**.

**1.15 Execution Date.** The date on which this Settlement Agreement has been executed by all of the Parties.

**1.16 Fees, Costs, and Expenses Award.** Subject to Court approval, the amount of attorneys' fees and reimbursement of out-of-pocket costs and expenses awarded to Settlement Class Counsel from the Settlement Fund.

**1.17 Final Approval Hearing.** The hearing held by the Court to consider evidence and argument for the purpose of determining whether to enter the Final Approval Order and Final Judgment, and evaluating the Fees, Costs, and Expenses Award and request for an award of Service Payments to Plaintiffs.

**1.18 Final Approval Order.** The order finally certifying the Settlement Class, and approving the settlement as fair, reasonable, and adequate, substantially in the form attached as **Exhibit 7**.

**1.19 Final Judgment.** The entry by the Court of a judgment consistent with the Final Approval Order.

**1.20 Frontier's Counsel.** Faegre Drinker Biddle & Reath LLP.

**1.21 Long-Form Notice.** The plain-language long-form version of the notice of the settlement that is to be provided on the Settlement Website and that will be provided through a link in the Publication Notice. The Long-Form Notice submitted to the Court for approval must be substantially in the form attached as **Exhibit 2**.

**1.22 Plaintiffs' General Release.** Plaintiffs (including any business entity or d/b/a through which Plaintiffs do business) do hereby release and fully, finally, and forever discharge the Released Parties from all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (including, but not limited to, actual, statutory, trebled, exemplary, or punitive), losses, liens, controversies, costs, expenses, and attorneys' fees of any



nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, under any theory of liability including those arising from negligence or strict liability, or recognized by the law of any jurisdiction, whether known or unknown including those that occur or arise in the future, claimed or unclaimed, direct or indirect, individual or representative, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, as of the date of the Final Approval Order arising out of or relating to any conduct taken by, on behalf of, or purportedly taken on behalf of Frontier or the Released Parties. Plaintiffs hereby waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any statute or law which might otherwise render unenforceable any release contained in this Settlement Agreement. In connection with such waivers and relinquishment, Plaintiffs understand and acknowledge that they are aware they may hereafter discover facts in addition to, or different from, those facts that they know or believe to be true with respect to the subject matter of the settlement and this Settlement Agreement, but it is nonetheless the intention of Plaintiffs to fully and finally release all claims with respect to the Released Parties, and in furtherance of such intention, the releases of all claims will be and remain in effect notwithstanding the discovery by any person or existence of any such additional or different facts.

**1.23 Postcard Notice.** The plain-language summary notice of the settlement that is mailed to Settlement Class Members pursuant to Section 4, providing the URL of the Settlement Website and contact information for the Settlement Administrator. The Postcard Notice submitted to the Court for approval must be substantially in the form attached as **Exhibit 3**.

**1.24 Preliminary Approval Order.** The Order of Preliminary Approval of Settlement to be entered by the Court substantially in the form attached as **Exhibit 1**.

**1.25 Publication Notice.** The plain-language notice publicizing the settlement through an internet media campaign designed by the Parties and the Settlement Administrator to target adults 18 years or older with nationwide reach on desktop and mobile devices via the Google Display Network and Facebook social media platform for a 60-day duration. The Publication Notice submitted to the Court for approval must be substantially in the form attached as **Exhibit 5**.

**1.26 Released Claims.** Any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, as of the date of the Final Approval Order, that arise out of or relate in any way to the Released Parties' use of any telephone, any telephone or dialing equipment, any text messaging or other messaging system, any dialing systems or tools, any "automatic telephone dialing system," any "artificial or prerecorded voice," or any Voice over Internet Protocol (or other digital technology), to contact or attempt to contact Settlement Class Members. This release expressly includes, but is not limited to, all claims under the TCPA, the TCPA's implementing regulations 47 C.F.R. § 64.1200, et seq., the Telemarketing Sales Rule 16 C.F.R. § 310, et seq. (the "TSR"), any corollary or state laws similar to the TCPA or TSR, or enactment of any other statutory, regulatory or common law claim arising thereunder.

**1.27 Released Parties.** Frontier and each of its past, present, and future members, owners, direct and indirect parents, subsidiaries, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, members, employees, contractors, general partners, limited

partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies including, but not limited to, the vendors, subvendors, contractors, subcontractors, and service providers that made, were involved in making, or purportedly made Calls for any of the Released Parties. The release of any vendors, subvendors, contractors, subcontractors, and service providers that made or were involved in making calls is limited to actions taken by, on behalf of, or purportedly on behalf of Frontier.

**1.28 Releasing Parties.** Plaintiffs (including any business entity or d/b/a through which Plaintiffs do business) and the Settlement Class Members (whether or not such Settlement Class Members submit a Claim Form or are Authorized Claimants), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective capacity as such), and all those who claim through them or who assert claims (or could assert claims) on their behalf.

**1.29 Response Deadline.** The date by which a Settlement Class Member must submit a Claim Form, object to this Settlement Agreement, or submit a request for exclusion to the Settlement Administrator. The Response Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order.

**1.30 Settlement Agreement.** This Class Action Settlement Agreement and Release including all exhibits.

**1.31 Service Payment(s).** Subject to Court approval, a one-time payment to each of the Plaintiffs pursuant to Section 2.1.3.

**1.32 Settlement Administrator.** Subject to Court approval, KCC Class Action Services, LLC.

**1.33 Settlement Class.** All persons in the United States to whom Frontier or anyone acting or purporting to act on Frontier's behalf made or tried to make any of the following Calls between May 31, 2013, and the date of entry of the Preliminary Approval Order:

- (a) one or more Calls made using an automatic telephone dialing system, dialing platform, or other dialing equipment, to a number assigned to any paging service, cellular telephone service, specialized mobile radio service, radio common carrier service, or service for which the called party is charged for the Call;
- (b) one or more Calls initiated using an artificial or prerecorded voice; and/or
- (c) one or more Calls to a telephone number while it was on the national Do-Not-Call Registry or a state Do-Not-Call Registry or was on or requested to be placed on Frontier's internal do-not-call list.

Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Action and members of their immediate families; (2) the Defendants, their parent companies, successors, predecessors, and any entities in which the Defendants or their parents have a controlling interest, and Defendants' current and former officers and directors; (3) persons who properly execute and timely file a request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded person(s).

**1.34 Settlement Class Counsel.** Paronich Law, P.C. and Murray Murphy Moul + Basil LLP.

**1.35 Settlement Class Member(s).** All persons or entities in the Settlement Class.

**1.36 Settlement Fund.** Frontier will create a non-reversionary, capped Settlement Fund of three million fifty thousand dollars and zero cents (\$3,050,000.00). The Settlement Fund shall represent the maximum payment to be paid by Frontier and will be used to pay all approved Claims, the Administration Costs, the Fees, Costs, and Expenses Award, and/or the Service Payments.

**1.37 Settlement Website.** A website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of the proposed

settlement. This website will allow Settlement Class Members who receive Publication Notice to view and print Claim Forms and will accept electronic opt-out requests.

## **2. SETTLEMENT CONSIDERATION (BENEFITS AND RELEASE OF CLAIMS)**

### **2.1 Settlement Fund.**

**2.1.1 Funding of the Settlement Fund.** On or before twenty (20) calendar days after entry of the Preliminary Approval Order, Frontier shall deposit into the Settlement Fund an amount of funds sufficient to cover the Settlement Administrator's estimated Administration Costs. On or before thirty (30) calendar days after the Effective Date, Frontier shall deposit into the Settlement Fund the remaining amounts.

**2.1.2 Settlement Class Member Benefits.** Settlement Class Members shall be eligible to receive monetary benefits from the Settlement Fund in accordance with the Distribution Plan.

**2.1.3 Application for Service Payment.** Plaintiffs may apply to the Court for a reasonable award of a Service Payment of not more than five thousand dollars and zero cents (\$5,000.00) each. Frontier reserves the right to respond to such a request as it deems appropriate. Any Service Payment awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund.

**2.1.4 Settlement Class Counsel's Fees, Costs, and Expenses.** Settlement Class Counsel may apply to the Court for a reasonable award of fees, costs, and expenses. Settlement Class Counsel will apply for attorneys' fees of not more than one-third of the Settlement Fund and will apply for not more than \$20,000 in out-of-pocket costs and expenses. Frontier reserves the right to respond to Settlement Class Counsel's requests as it deems appropriate. Any Fees, Costs, and Expenses Award awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund.

**2.1.5 Settlement Administrator and Administration Costs.** Administration Costs shall be paid from the Settlement Fund, or, in the event such costs and expenses are incurred

but the Effective Date does not occur, shall be paid by Frontier only to the extent actually incurred by the Settlement Administrator.

**2.2 Releases.** The Parties intend that this Settlement Agreement will fully and finally dispose of the Action, the Released Claims, and claims released by Plaintiffs' General Release. As of the Effective Date, each of the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all Released Claims and claims released by Plaintiffs' General Release.

### **3. DISTRIBUTION PLAN**

**3.1 Electronic Transfers.** The Claim Form shall allow Settlement Class Members to elect between receiving an award by check or electronically which shall include by Automated Clearing House ("ACH," a/k/a direct deposit), PayPal, and any other electronic payment format recommended by the Settlement Administrator and agreed upon by the Parties. The Parties will work with the Settlement Administrator on appropriate procedures for collecting this election information. Settlement Class Members who fail to provide complete or correct information to permit such transfers, shall, after a reasonable attempt by the Settlement Administrator to resolve such issues, relinquish their right to payment pursuant to the Settlement Agreement.

**3.2 Returned Checks.** If checks are returned without a forwarding address, the Settlement Administrator shall not conduct skip-tracing or other address verification. If checks are returned with a forwarding address, the Settlement Administrator shall mail them to the new address within seven (7) calendar days.

**3.3 Uncashed Checks.** Any checks issued under this Settlement Agreement shall be negotiable for at least ninety (90) calendar days. Individual checks that have not been negotiated within ninety (90) calendar days after issuance, if any, shall be void.

**3.4 Tax Information.** If the payment(s) to any Settlement Class Member will meet or exceed six hundred dollars and zero cents (\$600.00) in the aggregate, the Settlement Administrator will request that Settlement Class Members provide either a taxpayer identification or a social

security number due to Internal Revenue Service reporting requirements. If such a Settlement Class Member does not provide a taxpayer identification or social security number in a timely manner, the amount of the payment(s) in excess of five hundred ninety-nine dollars and ninety-nine cents (\$599.99) may be withheld.

**3.5 Initial Payments.** Except as otherwise provided, on or before sixty (60) calendar days after the Effective Date, the Settlement Administrator shall deduct any Service Payments and any Fees, Costs, and Expenses Award from the Settlement Fund and deliver them to the appropriate individuals or entities entitled to them, in accordance with the terms of the Settlement Agreement, Final Approval Order, and Final Judgment. Awards to Authorized Claimants will then be distributed on a pro rata basis (i.e., by dividing the remaining funds in the Settlement Fund by the total number of Authorized Claimants). For Authorized Claimants who requested an award by check, their payment(s) shall be mailed as a check by the Settlement Administrator within seventy-five (75) calendar days after the Effective Date. For Authorized Claimants who requested the award to be transmitted by electronic means, a transfer reflecting their payment(s) shall be transmitted to the Authorized Claimant between seventy-five (75) and eighty (80) calendar days after the Effective Date.

**3.6 Second Payments.** After the time period in Section 3.3 has run and prior to the *cy pres* distribution set forth in Section 3.7, Authorized Claimants who received and negotiated an initial payment pursuant to Section 3.5 will receive a second payment on a pro rata basis (i.e., by dividing the remaining funds in the Settlement Fund by the total number of Authorized Claimants that negotiated a payment pursuant to Section 3.5) to the extent such a payment is economically feasible (e.g., more than \$5.00).

**3.7 Cy Pres Distribution.** Any funds remaining in the Settlement Fund after the second payment pursuant to Section 3.6 (if any), will be paid to the *Cy Pres* Recipient within thirty (30) calendar days after the time for Authorized Claimants to negotiate the second payment pursuant to Section 3.6 has expired.

**3.8 No Claims Related to Distribution Calculations.** No person or entity shall have any claim against Frontier, Frontier's Counsel, the Released Parties, Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

#### **4. CLASS NOTIFICATION PROCEDURES**

**4.1 CAFA Notice.** Within ten (10) calendar days after the motion for entry of the Preliminary Approval Order is filed with the Court, Frontier, through the Settlement Administrator, shall serve upon relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715. The Settlement Administrator shall thereafter complete a declaration attesting to the completion of notice pursuant to 28 U.S.C. § 1715 so that it can be filed with the Court before any hearing on Plaintiffs' motion for entry of the Preliminary Approval Order.

**4.2 Settlement Website.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will activate the Settlement Website. To help protect against fraudulent submissions, the Settlement Administrator may (among other things) use reCAPTCHA for each electronic form submission. The Settlement Administrator shall post on the Settlement Website: (a) the operative complaints; (b) the Settlement Agreement; (c) the Preliminary Approval Order; (d) the Long-Form Notice; (e) a downloadable (i.e., PDF) Claim Form; and (f) within three (3) calendar days after it is filed, Settlement Class Counsel's motion for a Fees, Costs, and Expenses Award. The Settlement Website will be active until the last date Authorized Claimants have to negotiate any checks sent.

#### **4.3 Notice to Settlement Class Members.**

**4.3.1 Email Notice.** Unless otherwise ordered by the Court, on or before thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Email Notice to those Settlement Class Members for whom an email address was



provided in the Closed Sales List or for whom the Settlement Administrator is able to obtain an email address through reasonable effort.

**4.3.2 Postcard Notice.** Unless otherwise ordered by the Court, on or before thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Postcard Notice to Settlement Class Members on the Closed Sales List for whom (a) an email address is unavailable, or (b) emails to all available email addresses bounce back or are rejected. Prior to mailing the Postcard Notice, the Settlement Administrator shall attempt to update the last known addresses of the Class Members through the National Change of Address database.

**4.3.3 Publication Notice.** Unless otherwise ordered by the Court, on or before thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Publication Notice via the internet with nationwide reach substantially in the form attached as **Exhibit 5**.

**4.4 Inquiries from Settlement Class Members.** The Settlement Administrator will establish an email account and post office box to which Settlement Class Members may submit questions regarding the settlement. The Settlement Administrator will monitor the email account and post office box and respond promptly to inquiries received from Settlement Class Members. Additionally, no later than thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free telephone number that Settlement Class Members can call and listen to answers to a set of Frequently Asked Questions or obtain the unique identifier assigned by the Settlement Administrator to each Settlement Class Member.

## **5. CLAIMS SUBMISSION AND VALIDATION PROCESS**

**5.1 Claim Process for Settlement Class Members.** To be eligible to receive an award under this Settlement Agreement, subject to the review process for Claims pursuant to Section 5.3, Settlement Class Members must either: (a) be listed on the Closed Sales List, in which case the Settlement Class Member need not submit a Claim Form and will automatically receive the award under this Settlement Agreement unless they request to be excluded from this Settlement

Agreement pursuant to Section 6; or (b) accurately and timely complete and submit a Claim Form and deliver that form to the Settlement Administrator. Only one Claim Form may be submitted per Settlement Class Member. There is a cap of \$1,500 for recovery for each Settlement Class Member.

**5.2 Claim Form Submission Deadline.** Claim Forms must be submitted to the Settlement Administrator by postal mail and postmarked by the Response Deadline. The date of the postmark on the envelope containing the Claim Form shall be the exclusive means used to determine whether a Claim Form has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) calendar days prior to the date that the Settlement Administrator received a copy of the Claim Form.

**5.3 Claims Review Process.**

**5.3.1 Review of Claims.** The Settlement Administrator shall review all submitted Claim Forms within a reasonable time for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any Claim. In addition, the Settlement Administrator may verify that: (a) the information in a submitted Claim Form is accurate; and (b) the Claimant is a Settlement Class Member. Claim Forms that do not meet the submission requirements shall be rejected.

**5.3.2 Deficient Claims.** Prior to rejection of a Claim Form, the Settlement Administrator shall make reasonable efforts to communicate with the Claimant in an effort to remedy clearly curable deficiencies in the Claim Form submitted, except in instances where (i) the Claim is untimely, or (ii) the Claimant does not appear to be a Settlement Class Member.

**5.4 Settlement Administrator Interim Reports.** Beginning seven (7) calendar days after the deadline to provide notice to Settlement Class Members pursuant to Section 4.3, the Settlement Administrator shall provide weekly reports to Frontier's Counsel and Settlement Class Counsel concerning the Claim Forms received during the prior week and the amount claimed to

date. The report shall also identify the number of valid requests for exclusions received and transmit any received objections

**5.5 Claims Accounting.** No later than fourteen (14) calendar days before the filing date for Plaintiffs' motion in support of the Final Approval Order and Final Judgment, the Settlement Administrator will serve upon Settlement Class Counsel and Frontier's Counsel a report indicating, among other things, the number of timely and valid Claim Forms that have been submitted as of that date.

## **6. OBJECTIONS AND REQUESTS FOR EXCLUSION**

**6.1 Objections.** Any Settlement Class Member who has not submitted a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the Fees, Costs, and Expenses Award, or the Service Payments must comply with the following requirements.

**6.1.1 Content of Objections.** All objections and supporting papers must be in writing and must: (a) clearly identify the case name and number; (b) include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include the address, telephone number, and email address of the objecting Settlement Class Member; (d) include the full name, address, telephone number, email address, and the state bar(s) of admission of the objector's counsel (if the objector is represented by personal counsel); and (e) provide a detailed explanation stating the specific reasons for the objection, including any legal or factual support and any evidence in support of the objection, in accordance with Rule 23(e)(5) of the Federal Rules of Civil Procedure.

**6.1.2 Deadline for Objections.** Objections may be submitted to the Settlement Administrator or the Court by postal mail and postmarked by the Response Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement Agreement shall be the exclusive means used to determine whether an objection has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3)

calendar days prior to the date that the Settlement Administrator or Court received a copy of the objection.

**6.1.3 Failure to Object.** Settlement Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from objecting to the Settlement Agreement or the proposed settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or otherwise.

**6.1.4 Attendance at Final Approval Hearing.** Any Settlement Class Member who timely submits a written objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through personal counsel. However, Settlement Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on a timely and valid objection a statement substantially similar to “Notice of Intention to Appear.” Only Settlement Class Members who submit timely objections including a Notice of Intention to Appear may speak at the Final Approval Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal counsel’s fees and costs.

**6.2 Requests for Exclusion.** This Settlement Agreement will not bind Settlement Class Members who timely and validly request to be excluded (also known as opting-out) of the settlement. Individual requests for exclusion may be submitted to the Settlement Administrator electronically (through the Settlement Website) or by postal mail, but if submitted by postal mail, each Settlement Class Member must pay for postage. No mass opt-outs are allowed.

**6.2.1 Contents of a Request for Exclusion.** All requests for exclusion must be in writing and must: (a) clearly identify the case name and number; (b) include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include the address, telephone number, and email address of the Settlement Class Member seeking exclusion; (d) contain a statement that the requestor does not wish to participate in the settlement; and (e) be signed personally by the Settlement Class Member.

**6.2.2 Deadline to Request Exclusion.** To be excluded from the settlement, the request for exclusion must be submitted by the Response Deadline. If submitted electronically (through the Settlement Website), the request for exclusion must be received no later than 11:59 p.m. Eastern Time on or before the Response Deadline. If submitted by postal mail, the request for exclusion must be postmarked no later than the Response Deadline. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) calendar days prior to the date that the Settlement Administrator received a copy of the request for exclusion.

**6.2.3 Effect of Requesting Exclusion.** Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement Class shall not be a Settlement Class Member, shall not be bound by the Settlement Agreement, shall not be bound by any judgment entered in the Action, shall not be eligible to make a Claim for any benefit under the Settlement Agreement, and shall not be entitled to submit an objection to the settlement. However, if a Settlement Class Member submits a Claim Form and request for exclusion, the request for exclusion shall be invalid and the Settlement Class Member shall remain a member of the Settlement Class.

**6.2.4 Exclusion List.** No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide Settlement Class Counsel and Frontier's Counsel with a list of all persons and entities who have timely and validly excluded themselves from the settlement. The exclusion list shall be filed with the Court as part of Plaintiffs' motion for entry of the Final Approval Order and Final Judgment.

## **7. COURT APPROVAL PROCEDURES**

### **7.1 Provisional Class Certification and Preliminary Approval Order.**

**7.1.1 Settlement Class.** For settlement purposes only, the Parties agree that Plaintiffs will move for certification of the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3) within twenty-one (21) calendar days after the Execution Date. Frontier agrees not to contest certification of the Settlement Class, but specifically disputes that a class would otherwise be

manageable in the Action and denies that a litigation class properly could be certified on the claims asserted in the Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Frontier does not oppose and hereby agrees to certification of the Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3).

**7.1.2 Preliminary Settlement Approval.** Contemporaneously with the motion for provisional certification of the Settlement Class, Plaintiffs shall move the Court for a Preliminary Approval Order substantially in the form attached as **Exhibit 1** and setting the Final Approval Hearing at least one hundred (100) calendar days after entry of the Preliminary Approval Order.

**7.1.3 Frontier's Brief.** Frontier shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval Order.

**7.2 Final Approval Hearing and Final Judgment.**

**7.2.1 Declarations In Support of Final Approval.** No later than twenty-one (21) calendar days before the Final Approval Hearing, the Settlement Administrator will provide to Settlement Class Counsel a sworn declaration verifying that notice was provided to Settlement Class Members with a copy to Frontier's Counsel. In addition, the Settlement Administrator's declaration shall include information regarding the persons who have requested exclusion from the Settlement Class and any objections sent to the Settlement Administrator.

**7.2.2 Motion for Final Settlement Approval.** At least fourteen (14) calendar days before the Final Approval Hearing, Plaintiffs will request that the Court enter the Final Approval Order substantially in the form attached as **Exhibit 7**.

**7.2.3 Frontier's Brief.** Frontier shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Final Judgment.

**7.3 Modifications Suggested by the Court.** If the Court suggests any modifications to the Settlement Agreement or conditions entry of the Preliminary Approval Order, Final

Approval Order, or Final Judgment on modifications to the Settlement Agreement, the Parties shall, working in good faith and consistent with the Settlement Agreement, endeavor to address any such concerns identified by the Court.

## **8. CONTINGENCIES; TERMINATION**

**8.1 Termination by Frontier.** This Settlement Agreement is contingent on the final certification of the Settlement Class and entry of the Final Approval Order and Final Judgment as defined above. Frontier may terminate this Settlement Agreement in its entirety at any time and without further obligation if: (a) any court rejects or denies approval of any term or condition of this Settlement Agreement; (b) any court makes any order purporting to alter, amend or modify any material term or condition of this Settlement Agreement; (c) any court fails to certify the Settlement Class as defined above; (d) any court makes any order purporting to preclude Plaintiffs and/or Frontier from proceeding in whole or in part with any of the material terms and conditions of this Settlement Agreement; or (e) more than 100 Settlement Class Members submit timely and valid requests for exclusion. For purposes of (b) and (d) of this Section 8.1, whether a term or condition is “material” shall be determined solely by Frontier. In the event Frontier exercises its right to terminate this Settlement Agreement, it shall promptly notify the Court and Settlement Class Counsel in writing and cause the Settlement Administrator to notify the Settlement Class Members by posting information on the Settlement Website and by emailing information to those Claimants for whom the Settlement Administrator has an email address on file. Further, in the event Frontier exercises its right to terminate this Settlement Agreement, this Settlement Agreement shall be considered null and void and have no force or effect, no person or entity shall be bound by any of its terms or conditions, and the rights of all persons or entities with respect to the claims and defenses asserted in the Action shall be restored to the positions existing immediately prior to execution of this Settlement Agreement.

**8.2 Contingencies.** Unless all of the Parties agree otherwise in a signed writing, this Settlement Agreement shall be deemed terminated and cancelled, and shall have no further force

and effect whatsoever, if: (a) there is no Effective Date; (b) the Court fails to enter a Preliminary Approval Order substantially in the form attached as **Exhibit 1**; (c) the Court fails to enter a Final Approval Order, substantially in the form attached as **Exhibit 7**, or Final Judgment; or (d) Frontier elects to terminate pursuant to Section 8.1 above.

**8.3 Effect of Termination.** In the event that this Settlement Agreement is voided, terminated, or cancelled, or fails to become effective for any reason whatsoever, then the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and they shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed or accepted. Without limiting the foregoing or the other agreements between the Parties in this Settlement Agreement, but rather for the sake of clarity, the Parties expressly agree that this Settlement Agreement, the settlement and mediation discussions leading to this Settlement Agreement, and any proceeding related to this Settlement Agreement are governed by Federal Rule of Evidence 408 and also shall not be construed as an admission or waiver by Frontier or the Released Parties of any claim, defense, or argument.

## **9. ADDITIONAL PROVISIONS, REPRESENTATIONS, AND WARRANTIES**

**9.1 Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Settlement Agreement.

**9.2 No Admissions of Liability.** Frontier denies any and all allegations in the Action and denies all wrongdoing. This Settlement Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Settlement Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Settlement Agreement may not be used by any third party against any Party or the Released



Parties. This Settlement Agreement shall not constitute evidence of the propriety of class certification for the purpose of litigation or trial in the Action or any other case or proceeding regardless of whether the settlement is finally approved.

**9.3 Bar to Future Suits.** Upon entry of the Final Judgment, Plaintiffs and the Settlement Class Members shall be enjoined from prosecuting any claim they have released in this Settlement Agreement in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by the Settlement Agreement, Final Approval Order, or Final Judgment. It is further agreed that the settlement may be pleaded as a complete defense to any action instituted that is inconsistent with this Settlement Agreement.

**9.4 Agreement Binding on Successors in Interest.** This Settlement Agreement shall be binding on and inure to the benefit of the respective heirs, spouses, domestic partners, children, representatives, successors, and assigns of the Parties.

**9.5 Best Efforts.** Plaintiffs and Frontier agree that the terms of the Settlement Agreement reflect a good-faith settlement of disputed claims. The Parties consider the settlement effectuated by this Settlement Agreement to be fair and reasonable and will use their best efforts to seek preliminary approval and, if granted, final approval of the Settlement Agreement by the Court, including in responding to any objectors, intervenors, or other persons or entities seeking to preclude entry of the Final Approval Order and/or Final Judgment and, if the settlement is granted final approval, to effectuate the settlement's terms. The Parties each represent and warrant that they have not solicited, encouraged, or assisted, nor will they solicit, encourage, or assist, in any fashion any effort by any person (natural or legal) to object to the settlement under this Settlement Agreement.

**9.6 Additional Duties of the Settlement Administrator.** In addition to its duties identified above, the Settlement Administrator shall comply with all tax reporting obligations such as issuing any necessary United States Internal Revenue Service 1099 Forms, including but not

limited to obtaining any necessary information from Settlement Class Counsel, Plaintiffs, and Authorized Claimants for tax reporting purposes. The Settlement Administrator shall ensure that the information that it receives from the Parties and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information from third parties. The Settlement Administrator shall also perform any other duties necessary to administer the settlement and/or to which the Parties otherwise agree in writing.

**9.7 Taxes.** Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. In no event shall Frontier or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiffs, Settlement Class Members, Settlement Class Counsel, or any other person or entity. Any person or entity that receives a distribution further agrees to save and forever hold harmless the Released Parties from any and all liability therefrom.

**9.8 Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

**9.9 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**9.10 Notices.** Any communication, verification, or notice sent by any Party in connection with this Settlement Agreement shall be sent by email and/or overnight mail as follows:

**To Plaintiffs:**

Anthony Paronich  
Paronich Law, P.C.  
350 Lincoln Street, Suite 2400  
Hingham, MA 02043  
Telephone: (617) 485-0018  
Email: anthony@paronichlaw.com

**To Frontier:**

Michael Daly  
Faegre Drinker Biddle & Reath LLP  
One Logan Square, Ste. 2000  
Philadelphia, PA 19103-6996  
Telephone: (215) 988-2700  
Email: michael.daly@faegredrinker.com

**9.11 Time Periods.** The time periods and dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Settlement Class Counsel and Frontier's Counsel.

**9.12 Governing Law.** This Settlement Agreement is intended to and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. Jurisdiction and venue for any disputes arising out of or related to the interpretation and enforcement of this Settlement Agreement shall be exclusively in the United States District Court for the Eastern District of Pennsylvania.

**9.13 No Construction against Drafter.** This Settlement Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Settlement Agreement.

**9.14 Execution in Counterparts.** This Settlement Agreement shall become binding upon its execution by all of the Parties, subject to and without waiving the termination provisions in Section 8. The signatories may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

**9.15 Signatures.** Each person executing this Settlement Agreement warrants that such person has the full authority to do so. Signatures sent in pdf format by email will constitute sufficient execution of this Settlement Agreement.

**9.16 Representations and Warranties.** Plaintiffs each represent and warrant that they have the authority and standing to settle the Action. Plaintiffs each expressly represent and warrant that they have not assigned, pledged or otherwise sold or transferred, either by written instrument or otherwise, any right, title, interest or claim they may have in connection with or arising out of the Action.

**9.17 Continuing Jurisdiction.** The Court shall retain jurisdiction to enforce this Settlement Agreement and the Final Judgment.

IN WITNESS WHEREOF, the Parties hereby accept and agree to the Settlement Agreement, as reflected by their signatures below.

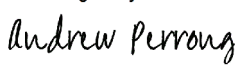
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Dated: February 18, 2022


By:   
Frontier Utilities Northeast LLC

Its: President

Dated: February 17, 2022

DocuSigned by:  
  
9A31FD2CC91D429...  
By: \_\_\_\_\_  
Andrew Perrong,  
on behalf of himself and the  
Settlement Class Members

Dated: February 17, 2022

By:   
Stewart Abramson,  
on behalf of himself and the  
Settlement Class Members